Specific Performance of Agreements to Sell under Pakistani Law

Sections 12, 21, 22, 27(b) and 35 of the Specific Relief Act, 1877 and Article 113 of the Limitation Act (2007–2026)

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Abstract

This paper examines 38 reported judgments on specific performance — 20 of the Supreme Court of Pakistan, 10 of the Peshawar High Court and 8 of the other High Courts (Lahore, Sindh and Islamabad), decided between 2007 and 2026 — collected on the Pakistan Law Site. It covers proof of written and oral agreements, readiness and willingness, deposit of the balance consideration, time as of the essence, limitation, the subsequent purchaser, the court's discretion, goods, and the decree and its execution. The main finding is that the vendee who proves his agreement but not his continuous readiness and willingness loses (2026 SCMR 1726; 2024 SCMR 1883; 2021 SCMR 7), that an oral agreement must be pleaded with date, time, place and witnesses (2026 SCMR 966), and that even a proved agreement is enforced only in the court's discretion (2025 SCMR 64); the Peshawar High Court has added that where the price is uncertain, compensation rather than specific performance is the proper course (2024 YLR 2749).

Keywords: specific performance; agreement to sell; readiness and willingness; balance sale consideration; time essence; oral agreement; Article 113; bona fide purchaser; section 27(b); section 22; Peshawar High Court; Supreme Court of Pakistan.

1. Introduction

Suits for specific performance of agreements to sell land and houses fill the civil courts of Khyber Pakhtunkhwa. The practical questions are these. What must the vendee prove to establish the agreement, and what if it was oral? What does readiness and willingness mean in evidence? What happens if the court orders the balance to be deposited and the vendee does not deposit it? When is time of the essence? When is the suit time-barred? Is a later purchaser protected? And when will the court refuse relief even though the agreement is proved? The answers are drawn first from the reported judgments of the Supreme Court of Pakistan and the Peshawar High Court, and then from the important judgments of the other High Courts.

2. Sources and Method

All research was done on the Pakistan Law Site only. Keyword searches (specific performance, agreement to sell, readiness and willingness, earnest money, balance consideration, Article 113, bona fide purchaser) were run over all years. Priority was given to the Supreme Court and the Peshawar High Court; important judgments of the other High Courts (Lahore, Sindh and Islamabad) were then added. All results were screened for an actual holding on specific performance. For all 38 judgments kept, the reported text was opened on the site to take the bench, case number and date and to check the headnote against the operative part; where they differed, the operative part was followed. Every proposition in Parts 3 to 5 is taken from one or more of these judgments and carries its citation.

3. The Law in Phases

3.1 Proving the agreement

The vendee must prove the agreement by producing the two marginal witnesses and must also prove payment of the consideration he says he paid (2023 SCMR 344). Where the property is not specific, no decree can be passed in view of section 21 (2023 SCMR 344). In that case the Supreme Court set aside the decrees below and dismissed the suit (2023 SCMR 344). A receipt for earnest money that contemplates a later agreement, does not describe the property, is not attested and is unstamped is not an agreement to sell (2019 SCMR 524). On the other hand, a "token receipt" that identified the seller, the buyer, the property and the price was held to contain all the ingredients of an enforceable contract (2022 SCMR 918). If the first page of the agreement bears no signatures or thumb impressions, the suit cannot be decreed on it (2025 SCMR 551). The execution of an agreement may be proved through the scribe and one marginal witness, with the money trail shown through bank channels (2020 CLC 23). Where the agreement was not proved, the Peshawar High Court set aside concurrent decrees and dismissed the suit (2022 MLD 681). An agreement whose terms about a sawmill and land were ambiguous was not specifically enforceable under section 21 (2021 CLC 2160).

3.2 Oral agreements

An oral agreement intended to bind the parties is enforceable, but its terms must be stated in detail in the pleadings and proved by the clearest and most satisfactory evidence (2024 SCMR 1709). A party relying on an oral agreement must plead its date, time, place and the names of witnesses, which are sine qua non (2026 SCMR 966). The Supreme Court there set aside the decrees below and dismissed the vendees' suit (2026 SCMR 966).

3.3 Readiness and willingness

Willingness to purchase implies the capacity to pay the consideration within reasonable time and the intention to purchase (2021 SCMR 7). A vendee who did not offer the balance in time, did not tender it

despite the trial court's order and made no effort to deposit it was not entitled to specific performance (2021 SCMR 7). To prove readiness to pay an instalment, the vendee must show that funds were available or how they would be made available (2024 SCMR 1883). Willingness to pay the entire consideration relates to the buyer's financial capacity, and a plaintiff who did not show it failed (2023 CLC 1363). A tender said to have been made by pay order must be proved by producing the original or properly laying a foundation for secondary evidence (2022 SCMR 918). In that case the Supreme Court allowed the vendors' appeal and directed refund of the token money (2022 SCMR 918).

3.4 Deposit when directed

A vendee who fails to deposit the balance despite the court's directions cannot be considered ready, willing or able to pay, and has not done equity (2026 SCMR 1726). The Supreme Court there dismissed the vendee's appeals with costs (2026 SCMR 1726). The Peshawar High Court has upheld dismissal of a suit under Order XVII, Rule 3, C.P.C. for non-deposit of the remaining consideration (PLD 2025 Peshawar 45). The same Court, however, set aside such a dismissal and remanded the suit where the contract was bilateral and the question of deposit had to be decided on evidence (PLD 2025 Peshawar 21). Where the plaintiff had shown willingness in his plaint and sought extension of the time to deposit, the Peshawar High Court accepted his appeal and regulated the deposit and possession (2020 YLR 975).

3.5 Overall conduct

Readiness and willingness are judged from the overall conduct of the parties and not by isolating a delay in payment, particularly where the contract prescribes no penalty for delay (2026 SCMR 1268). An agreement by a co-sharer may be enforced to the extent of his share, and non-joinder of other co-sharers does not defeat the vendee (2026 SCMR 1268).

3.6 Time as of the essence

Where the agreement shows a clear intention to treat time as essential, the court cannot enforce it at the instance of a vendee who did not perform within time; express mention of the consequences of default indicates that intention (2026 SCMR 36). A vendee who misstated in his plaint that he had paid earnest money did not come with clean hands (2026 SCMR 36). Where the agreement fixed a date and provided for cancellation and forfeiture, and the vendee could not arrange the balance, he was not entitled to discretionary relief; the Supreme Court dismissed his suit and allowed him to withdraw the amount he had deposited (2023 SCMR 1371).

3.7 Limitation

Where the agreement fixed 30 June 2002 for performance and the suit was filed in 2011, the suit was barred under Article 113, and a plea of novation by extension of time was not established (2022 SCMR

1074). A suit filed in 2017 on an agreement allegedly made in 1983 was barred on its face (2025 SCMR 1425).

3.8 The subsequent purchaser

The key ingredient of section 27(b) is lack of notice of the original contract; the initial onus lies on the subsequent vendee (2022 SCMR 1433). A subsequent transferee who knew of the prior agreement and the litigation, joined the suit and then had the property mutated in his name cannot claim protection as a bona fide purchaser (2026 SCMR 1572). The Supreme Court dismissed the subsequent purchasers' appeals (2026 SCMR 1572).

3.9 The court's discretion

The grant of specific performance is discretionary; even where the agreement is proved, the court may refuse it if equity does not lean in favour of the plaintiff (2025 SCMR 64). A purchaser cannot claim specific performance as of right (2019 SCMR 1880). Where the market price of the property was not established and the transaction arose from a loan, the Peshawar High Court held that compensation, not specific performance, was the appropriate course (2024 YLR 2749). Where possession had been delivered and part of the price remained unpaid, the Peshawar High Court made the decree conditional on payment, failing which the suit would stand dismissed (2023 CLC 2019).

3.10 Goods and agency

Specific performance may be ordered of specific or ascertained goods, such as a customised imported vehicle, without giving the seller the option of paying damages (2021 SCMR 1257). In a sale through an agent, the questions of express and implied authority and the exclusion of oral evidence to vary a written disposition were decided by restoring the trial court's decree (2021 CLC 1451).

3.11 The decree and its consequences

A decree for specific performance is in the nature of a preliminary decree that partakes of the character of a contract, and the court may extend the time fixed for deposit unless the contract is rescinded under section 35 (2007 SCMR 1464). In that case the Supreme Court nonetheless allowed the vendor's appeal, dismissed the suit and ordered return of the Rs. 8.5 million received (2007 SCMR 1464).

3.12 The other High Courts

Where a decree required deposit within two months and the treasury refused to accept it during court hours, the deposit on the next working day was within time (PLD 2026 Lahore 328). Where a vendor refuses the balance, the vendee should deposit it in court, and a decree passed without deposit was set aside (2025 CLC 352 Lahore). Unauthorised alterations in an agreement after execution, without the vendor's acknowledgement, destroy its sanctity (2026 YLR 805 Lahore). A clause providing for double refund of earnest money on the vendor's default is enforceable as agreed (2026 YLR 1401 Lahore). The Sindh High Court held that a memorandum of understanding without lawful consideration or privity was

not an enforceable contract for specific performance (2026 CLC 810 Sindh), and restored the dismissal of a suit where execution of a pre-1984 agreement was not proved (PLD 2026 Sindh 140). A fresh suit on the same cause of action after rejection of the plaint, and the start of limitation under Article 113, were examined in 2026 MLD 1007 Sindh. The Islamabad High Court set aside a decree where the vendee could not show his own readiness to pay the balance in time, leaving him to withdraw his deposit (2024 CLC 638 Islamabad).

4. Where the Authorities Conflict or Leave a Gap

4.1 Non-deposit. 2026 SCMR 1726 and PLD 2025 Peshawar 45 treat failure to deposit as fatal, while PLD 2025 Peshawar 21 and 2020 YLR 975 allowed the vendee another chance. The deciding factors in the reports are whether time was of the essence and whether the vendee defied an order or sought extension; no judgment collected states a general test.

4.2 Delay in payment. 2026 SCMR 1268 refuses to isolate a delay in payment, while 2026 SCMR 36 and 2023 SCMR 1371 hold the vendee to the date where the agreement prescribes consequences. The line is drawn by the terms of each agreement.

4.3 Compensation instead of specific performance. 2024 YLR 2749 substituted compensation where the price was uncertain; no Supreme Court judgment in this collection states when compensation should be preferred.

5. Practical Guide

5.1 For the vendee

- **Prove the agreement through its marginal witnesses and the payment through documents** (2023 SCMR 344; 2020 CLC 23).
- **If the agreement was oral, plead date, time, place and witnesses** (2026 SCMR 966).
- **Show funds:** bank record of the money available for the balance (2024 SCMR 1883; 2023 CLC 1363).
- **Deposit the balance at once when ordered,** or apply for extension before the deadline (2026 SCMR 1726; 2020 YLR 975).
- **Sue within three years of the date fixed** (2022 SCMR 1074).

5.2 For the vendor

- **Read the agreement for a forfeiture clause;** it makes time essential (2026 SCMR 36; 2023 SCMR 1371).
- **Test the vendee's evidence of funds and tender** (2024 SCMR 1883; 2022 SCMR 918).

- **Plead limitation where the date fixed has long passed** (2025 SCMR 1425).

5.3 For the subsequent purchaser

- **Prove inquiry, good faith and payment;** knowledge of the earlier agreement or suit defeats you (2026 SCMR 1572; 2022 SCMR 1433).

6. Conclusion

The vendee must prove a certain agreement (2023 SCMR 344), continuous readiness and willingness including the means to pay (2021 SCMR 7; 2024 SCMR 1883), and compliance with any order to deposit (2026 SCMR 1726). Where time is essential he must have performed in time (2026 SCMR 36), and he must sue within Article 113 (2022 SCMR 1074). A later purchaser with notice cannot defeat him (2026 SCMR 1572), but the relief remains in the court's discretion (2025 SCMR 64).

Annexure A — The Judgments in Question and Answer Form

All 38 judgments relied on, Supreme Court first, then the Peshawar High Court and then the other High Courts, newest first within each court. Each entry gives the citation, parties, bench, case number and date of decision as reported on the Pakistan Law Site, followed by the question decided and the answer. Every entry was checked against the full reported text.

Supreme Court

1. 2026 SCMR 1726 — Amjad Javed v. Maqsood Ahmad

Before: Shakeel Ahmed and Miangul Hassan Aurangzeb, JJ; Civil Appeals Nos. 173-L and 284-L of 2020, decided 14 May 2026

Q. Can a vendee who did not deposit the balance despite court orders obtain specific performance?

A. No; he was not ready, willing or able and had not done equity. Appeals dismissed with costs.

2. 2026 SCMR 1572 — Mian Mohammad Mehmood Ahmed v. Safdar Hussain

Before: Shahid Waheed, Musarrat Hilali and Muhammad Shafi Siddiqui, JJ; Civil Appeal No. 168-L of 2014

Q. Is a buyer who knew of the earlier agreement and suit a bona fide purchaser?

A. No; section 27(b) does not protect him. Appeals dismissed.

3. 2026 SCMR 1268 — Rawail Khan (deceased) v. Khawaja Muhammad Arif

Before: Musarrat Hilali, Shakeel Ahmed and Ishtiaq Ibrahim, JJ; Civil Appeal No. 38-P of 2016, decided 16 March 2026

Q. Is a delay in payment fatal, and does non-joinder of co-sharers defeat the vendee?

A. No to both; readiness is judged from overall conduct and a co-sharer's agreement is enforceable to his share. Appeal dismissed.

4. 2026 SCMR 966 — Ghulam Ali v. Ali Sher

Before: Shahid Bilal Hassan and Shakeel Ahmad, JJ; C.P.L.A. No. 4361 of 2024, decided 18 February 2026

Q. What must be pleaded to enforce an oral agreement to sell?

A. Date, time, place and witnesses. Appeal allowed and the suit dismissed.

5. 2026 SCMR 36 — Muhammad Ashraf Anjum v. Sabir Hussain

Before: a Bench headed by Yahya Afridi, CJ; Civil Appeal No. 239-L of 2018, decided 2 July 2025

Q. Can a vendee enforce an agreement where time was made essential and he did not perform?

A. No; and he had misstated payment of earnest money. Appeal dismissed.

6. 2025 SCMR 1425 — Ghulam Qadir v. Ghulam Muhammad Kaleem

Before: Sardar Tariq Masood and Mazhar Alam Khan Miankhel, JJ; Civil Petition No. 1684 of 2025, decided 23 May 2025

Q. Is a suit filed in 2017 on a 1983 agreement within time?

A. No; it is barred under Article 113. Leave refused.

7. 2025 SCMR 551 — Akhtar Waheed v. Muhammad Hussain

Before: Amin ud Din Khan and Musarrat Hilali, JJ; Civil Appeal No. 26-L of 2024, decided 2 January 2025

Q. Can an agreement whose first page is unsigned be enforced?

A. No. Appeal dismissed.

8. 2025 SCMR 64 — Ufaid Gul v. Mst. Farkhanda Ayub Khan

Before: Amin-ud-Din Khan, Muhammad Ali Mazhar and Irfan Saadat Khan, JJ; Civil Appeal No. 785 of 2022, decided 23 September 2024

Q. Must specific performance be decreed once the agreement is proved?

A. No; it remains discretionary under section 22. Appeal dismissed with costs.

9. 2024 SCMR 1883 — Liaquat Ali Khan v. Muhammad Akram

Before: Ijaz ul Ahsan, Munib Akhtar and Shahid Waheed, JJ; Civil Appeal No. 431 of 2021, decided 19 May 2023

Q. How is readiness to pay an instalment proved?

A. By evidence of available funds; the vendee had none. Appeal dismissed.

10. 2024 SCMR 1709 — Hafiz Qari Abdul Fateh v. Ms. Urooj Fatima

Before: Syed Hasan Azhar Rizvi and Aqeel Ahmed Abbasi, JJ; Civil Petition No. 174-K of 2022, decided 24 July 2024

Q. How is an oral agreement to sell proved?

A. By detailed pleading and the clearest evidence. Leave refused.

11. 2023 SCMR 1371 — Muhammad Aslam v. Muhammad Anwar

Before: Amin-ud-Din Khan and Syed Hasan Azhar Rizvi, JJ; C.A. No. 781 of 2017, decided 4 May 2023

Q. Is a vendee in default entitled to relief where the agreement fixed a date and forfeiture?

A. No; time was essential. Appeal allowed; suit dismissed and the deposited amount returnable to the plaintiff.

12. 2023 SCMR 344 — Muhammad Ghaffar (deceased) v. Arif Muhammad

Before: Sardar Tariq Masood and Amin-ud-Din Khan, JJ; C.P.L.A. No. 1517 of 2022, decided 22 November 2022

Q. What must a vendee prove?

A. The agreement through two marginal witnesses and payment of consideration; and the property must be specific. Appeal allowed; suit dismissed.

13. 2022 SCMR 1433 — Gulzar Ahmad v. Ammad Aslam

Before: Umar Ata Bandial, CJ, Munib Akhtar and Muhammad Ali Mazhar, JJ; appeal against the Lahore High Court's order of 20 October 2017 in R.S.A. No. 167 of 2009

Q. Who must prove that a subsequent purchaser lacked notice?

A. The subsequent purchaser bears the initial onus. Appeal dismissed.

14. 2022 SCMR 1074 — Muhammad Iftikhar Abbasi v. Mst. Naheed Begum

Before: Sardar Tariq Masood and Muhammad Ali Mazhar, JJ; Civil Petitions Nos. 2608 and 609 of 2019, decided 11 February 2022

Q. Does a plea of extension of time save a suit filed nine years after the date fixed?

A. No; novation was not proved and Article 113 applied. Leave refused.

15. 2022 SCMR 918 — Mst. Noor Jehan v. Saleem Shahadat

Before: Maqbool Baqar and Qazi Muhammad Amin Ahmed, JJ; Civil Appeal No. 601 of 2019, decided 1 March 2022

Q. Was tender of the balance by pay order proved?

A. No; the original was not produced and no foundation was laid. Appeal allowed; vendors to refund the token money.

16. 2021 SCMR 1257 — Performance Automotive (Pvt.) Ltd. v. Akbar Adamjee

Before: Mushir Alam, Yahya Afridi and Qazi Muhammad Amin Ahmed, JJ; Civil Petition No. 593 of 2020, decided 16 April 2021

Q. Can delivery of a customised imported vehicle be specifically enforced?

A. Yes; it is specific or ascertained goods. Leave refused.

17. 2021 SCMR 7 — Mst. Samina Riffat v. Rohail Asghar

Before: Mushir Alam, Mazhar Alam Khan Miankhel and Yahya Afridi, JJ; C.A. No. 637 of 2018, decided 4 May 2020

Q. What does willingness to purchase require?

A. Capacity to pay in time and intention to buy; the vendee had neither. Appeal allowed with partial modification as to refund.

18. 2019 SCMR 1880 — Hafiz Muhammad Iqbal v. Gul-e-Nasreen

Before: Mushir Alam and Faisal Arab, JJ; Civil Appeal No. 2084 of 2016, decided 28 June 2019

Q. Can a purchaser claim specific performance as of right?

A. No; the court weighed the value of a concessionary allotment. Appeal partly allowed.

19. 2019 SCMR 524 — Sheikh Akhtar Aziz v. Mst. Shabnam Begum

Before: Umar Ata Bandial and Ijaz ul Ahsan, JJ; Civil Appeals Nos. 149-L and 150-L of 2015, decided 4 February 2019

Q. Is a receipt for earnest money an agreement to sell?

A. Not where it contemplates a later agreement and is uncertain, unattested and unstamped. Appeals dismissed.

20. 2007 SCMR 1464 — Tasneem Ismail v. Messrs Wafi Associates

Before: Rana Bhagwandas, Actg. CJ, Tassaduq Hussain Jillani and Nasir-ul-Mulk, JJ; Civil Appeal No. 823 of 2000, decided 4 April 2007

Q. What is the nature of a decree for specific performance?

A. A preliminary decree partaking of a contract, alive until rescinded under section 35. Appeal allowed; suit dismissed and Rs. 8.5 million to be returned within five months.

Peshawar High Court

21. PLD 2025 Peshawar 21 — Niaz Muhammad v. Muhammad Naveed Khan

Before: Shakeel Ahmad, J; R.F.A. No. 378-P of 2023, decided 12 June 2024

Q. Can a suit on a bilateral contract be dismissed simply for non-deposit?

A. Not without trial; the suit was remanded for decision on evidence. Appeal allowed.

22. PLD 2025 Peshawar 45 — Attaullah v. Ghazanfarullah (D.I. Khan Bench)

Before: Muhammad Faheem Wali, J; Civil Revision No. 34-D of 2023, decided 14 November 2023

Q. Can the court dismiss a suit under Order XVII, Rule 3 for non-deposit of the balance?

A. Yes. Revision dismissed.

23. 2024 YLR 2749 — Syed Mazhar Ali Shah v. Qavi Ullah

Before: Syed Arshad Ali, J; C.R. No. 83-P of 2021, decided 2 October 2023

Q. Should specific performance be granted where the price is undetermined and the deal arose from a loan?

A. No; compensation is the proper course. Revision partly allowed.

24. 2023 CLC 2019 — Sahib Gul v. Soucha Gul

Before: Syed Arshad Ali, J; Civil Revision No. 384-P of 2019, decided 5 May 2023

Q. What if possession was delivered but part of the price is unpaid?

A. The decree was made conditional on payment, failing which the suit would stand dismissed.

25. 2023 CLC 1363 — Javed Imran v. Muhammad Arif (D.I. Khan Bench)

Before: Muhammad Faheem Wali, J; Civil Revision No. 90-D of 2021, decided 23 June 2022

Q. What does willingness to pay the full price involve?

A. Financial capacity, which the plaintiff did not show. Revision dismissed.

26. 2022 MLD 681 — Samiullah v. Rehmatullah (Bannu Bench)

Before: Muhammad Naeem Anwar, J; Civil Revision No. 102-B of 2021, decided 6 December 2021

Q. Was the agreement proved?

A. No. Revision allowed; the suit dismissed.

27. 2021 CLC 2160 — Haji Faizur Rahman v. Sultan Ali Shah (Mingora Bench)

Before: Wiqar Ahmad, J; Civil Revision No. 1263 of 2010, decided 15 February 2021

Q. Can an ambiguous agreement about a sawmill and land be specifically enforced?

A. No, under section 21. Revision dismissed.

28. 2021 CLC 1451 — Mst. Shah Sultan v. Syed Jameel Shah (Abbottabad Bench)

Before: Shakeel Ahmad, J; Civil Revision No. 219-A of 2016, decided 29 March 2021

Q. How are an agent's authority and a written disposition treated in a suit for specific performance?

A. By the rules on express and implied authority and on exclusion of oral evidence; the trial court's decree was restored. Revision allowed.

29. 2020 YLR 975 — Abdur Rashid v. Syed Fida-ur-Rahman Shah (D.I. Khan Bench)

Before: Syed Muhammad Attique Shah, J; R.F.A. No. 80-D of 2017, decided 17 October 2019

Q. Should a suit be dismissed where the plaintiff sought more time to deposit?

A. No; the appeal was accepted and deposit and possession regulated.

30. 2020 CLC 23 — Abdul Aziz Nooristani v. Shams-ul-Mulk

Before: Syed Arshad Ali, J; Civil Revisions Nos. 1635-P and 1671-P of 2010, decided 30 April 2018

Q. How is an agreement proved, and does a sale during the suit help the buyer?

A. Through the scribe, a marginal witness and the bank trail; a buyer during the suit is not protected. Revisions dismissed.

Other High Courts

31. PLD 2026 Lahore 328 — Mubashar Ali v. Tahir Islam

Before: Sultan Tanvir Ahmad, J; Civil Revision No. 84423 of 2023, decided 11 November 2025

Q. Is a deposit made the day after the treasury refused it in time?

A. Yes. Revision dismissed.

32. 2026 YLR 805 — Muhammad Siddique v. Talib Hussain (Lahore)

Before: Masud Abid Naqvi, J; Civil Revision No. 59135 of 2022, heard 1 July 2025

Q. Does an agreement altered after execution without the vendor's acknowledgement remain enforceable?

A. No. Revision dismissed.

33. 2026 YLR 1401 — Muhammad Babar Shah v. Muhammad Nadeem (Lahore)

Before: Muhammad Sajid Mehmood Sethi, J; Civil Revision No. 197736 of 2018, heard 11 June 2025

Q. Is a double-earnest-money clause enforceable on the vendor's default?

A. Yes, as agreed. Revision allowed.

34. 2025 CLC 352 — Mst. Qamar Bibi v. Shahab-ud-Din (Lahore)

Before: Muhammad Sajid Mehmood Sethi, J; C.Rs. Nos. 233690 and 222680 of 2018, decided 25 March 2024

Q. Can specific performance be decreed without deposit of the balance?

A. No. Trial court's dismissal restored; revisions allowed.

35. 2026 CLC 810 — Fine Enterprises Traders v. Constellation Co-operative Housing Society (Sindh)

Before: Muhammad Iqbal Kalhoro and Dr. Syed Fiaz ul Hassan Shah, JJ; H.C.A. No. 55 of 2020, decided 6 November 2025

Q. Is an MoU without consideration or privity enforceable by specific performance?

A. No interim relief; appeal dismissed, merits left to trial.

36. 2026 MLD 1007 — Muhammad Ayaz v. Mst. Rasheedan Bibi (Sindh)

Before: Muhammad Iqbal Kalhoro and Muhammad Osman Ali Hadi, JJ; High Court Appeals Nos. 117, 118 and 236 of 2020, decided 8 April 2025

Q. Can a fresh suit for specific performance be filed after rejection of the plaint, and when does Article 113 start?

A. The Court examined res judicata and the commencement of limitation in the appeals.

37. PLD 2026 Sindh 140 — Mst. Fatima Parveen v. Muhammad Younus

Before: Arbab Ali Hakro, J; Civil Revision Application No. 3 of 2007, decided 28 February 2025

Q. Was execution of a disputed agreement proved?

A. No. Trial court's dismissal of the suit restored; revision allowed.

38. 2024 CLC 638 — Muhammad Akram v. Liaqat Ali Khan (Islamabad)

Before: Miangul Hassan Aurangzeb and Lubna Saleem Pervez, JJ; R.F.A. No. 163 of 2018, decided 10 March 2021

Q. Who was in breach where the vendee could not arrange the balance in time?

A. The vendee; the decree was set aside and he may withdraw his Rs. 5 million deposit. Appeal allowed.